

## **REMARKS**

The Applicants have now had an opportunity to carefully consider the comments set forth in the Office Action mailed May 24, 2005. Amendment, reexamination and reconsideration are respectfully requested.

### **The Office Action**

In the Office Action mailed May 24, 2005:

**claims 1-6, 11-13 and 18** were rejected under 35 U.S.C. §102(b) as being anticipated by U.S. Patent No. 6,097,942 to Laiho ("Laiho");

**claims 7-10 and 14-17** were rejected under 35 U.S.C. §103(a) as being unpatentable over Laiho in view of U.S. Patent Application Publication No. 2002/0115447 A1 by Martin, et al. ("Martin"); and

**claims 19 and 20** were rejected under 35 U.S.C. §103(a) as being unpatentable over Laiho in view of U.S. Patent Application Publication No. 2002/0045973 A1 by Odashima, et al. ("Odashima").

### **The Present Application**

By way of brief review, the present application is directed to systems and methods for a subscriber having an existing, default or normal service or calling plan to establish or subscribe to a temporary service or calling plan. For instance, a subscriber may subscribe to a low-cost, local or regional calling plan that is adequate to the subscriber's calling needs most of the time. However, the low-cost plan may be associated with high-cost charges when the subscriber makes or receives calls while outside of the local area. The subscriber may desire to temporarily subscribe to another calling plan on a temporary basis. For instance, a subscriber may desire to subscribe to a nationwide or worldwide calling plan during a vacation period. The subject matter of the present application provides an automated method for a subscriber to request and configure a temporary calling plan in conjunction with a normal or default calling or service plan. A related method for processing calls includes determining whether or not a temporary service plan is in effect and processing and charging for the call according to the temporary plan, if the temporary plan is in effect, or processing and charging for the call according to the normal or default plan, if the temporary plan is not in effect.

### The Cited References

In contrast, the primary reference of the Office Action to Laiho relates to providing services in a mobile communication network and, more particularly, to defining and updating such services based upon groupings of mobile subscribers (column 1, lines 6-9). The objects of Laiho are allegedly achieved based upon mobile subscriber groups. In particular, one or more groups of mobile subscribers are defined, and a group identifier is assigned to each member of the group. One or more services are established for the group of mobile subscribers and are associated with the group identifier. In particular, the group identifier links each member of the group with the established service(s) (column 2, lines 33-41).

Laiho asserts that the techniques of Laiho permit a telephone network operator to provide new services to all subscribers on a temporary basis, such as at the time new services are introduced (column 12, lines 1-4). However, it is respectfully submitted that Laiho does not disclose or suggest methods for creating temporary service plans for a subscriber or user based on a request from the subscriber or user. As such, it is respectfully submitted that Laiho does not disclose or suggest receiving a request to create a temporary service plan from a user or providing a change selection menu to the user in response to such a request.

It is respectfully submitted that disclosure of the activation or deactivation of certain services, such as a call waiting service, within a service plan does not disclose or suggest the automated establishment of a temporary or alternate service plan.

It is respectfully submitted that the secondary references do not cure the deficiencies of Laiho.

For instance, Martin allegedly discloses methods and systems for correlating telecommunications antenna infrastructure placement information to provide telecommunication quality of service information. The Office Action relies on Martin for disclosure of providing change selection menus to users. However, it is respectfully submitted that the usage forms (paragraph 51 – paragraph 62) of Martin (e.g., FIG. 19 – FIG. 22, FIG. 26 – FIG. 31) are not related to and do not suggest establishing a temporary service plan in conjunction with a normal or default service plan. Instead, they are related to gathering information to help a user select a service provider (paragraph 14).

Odashima allegedly discloses an information providing apparatus for engine-equipped mobile body. In the system of Odashima, an information providing apparatus

includes a terminal device in a mobile body for transmitting an information request signal and an information providing device for transmitting information data to the terminal device in response to the information request signal. The information request signal is issued in response to an operation of starting the mobile body's engine (Abstract). The Office Action relies on Odashima for disclosure of the situation where, if a temporary service plan is not in effect, determining if the subscriber had a temporary service plan that recently expired and, if a temporary service plan recently expired, continuing to process the call and determining charges for the call according to the normal service plan. However, it is respectfully submitted that Odashima does not disclose or suggest a temporary service plan in conjunction with a normal service plan. Instead, it is respectfully submitted that Odashima discloses a single service plan and, if the service plan or contract period has expired providing no service (FIG. 8, box 103, and output line by passing S104, S105, S106, S107, S113 and others) and arriving at the return oval.

#### **The Claims are not Anticipated**

**Claims 1-6, 11-13 and 18** were rejected under 35 U.S.C. §102(b) as being anticipated by Laiho.

In explaining the rejection of **claim 1**, the Office Action asserts that Laiho discloses receiving a request to create a temporary service plan from a user and providing a change selection menu to the user in response to the request. In support of these assertions, the Office Action directs the attention of the Applicants to column 5, lines 1-18 and column 10, lines 32-54, respectively. However, column 5, lines 1-18, describes telephony switching functions of a mobile switching center **14** and the contribution of a visiting location register (VLR) **15** associated therewith. The cited portion indicates that the VLR **15** contains temporary subscriber information needed by the MSC to provide services to visiting/roaming mobile subscribers (column 5, lines 5-7). When a mobile station roams into a new MSC service location area, the VLR associated with that location area requests data about the mobile station from the home location register and stores it (column 5, lines 7-11). However, it is respectfully submitted that this action is not performed at the request of a user. Furthermore, the information temporarily stored in a visiting location register is not a temporary service plan. Moreover, requesting data about a mobile station from a home location register and storing it does not disclose or suggest the creation of a temporary service plan as

disclosed in the present application and recited in the claims (e.g., see paragraphs 17-18).

It is respectfully submitted that column 10, lines 32-54, outlines aspects of two embodiments of Laiho. In one embodiment, rather than storing the service itself in each subscriber record, a new service is provided to a mobile subscriber by incorporating the service identifier into the mobile subscriber database records of each mobile subscriber subscribing to the new service (column 10, lines 37-41). In another example embodiment, for certain mobile subscriber services, the subscriber may selectively and periodically activate/deactivate a subscribed service in accordance with the current wishes of that subscriber (column 10, lines 42-47). The referenced section indicates that this problem is accommodated by providing a dynamically allocated service group identity that contains information about the service groups as well as the status of each service within that service group (column 10, lines 50-54).

However, it is respectfully submitted that column 10, lines 32-54, do not disclose or suggest providing a change selection menu to the user in response to a request. Indeed, column 10, lines 32-54, do not disclose or suggest providing a change selection menu. Clarification is respectfully submitted. Furthermore, it is respectfully submitted that disclosure of periodically activating/deactivating a subscribed service (such as, for example, a call waiting service or a three-party service (column 11, lines 11-27)) does not disclose or suggest establishing a temporary calling or service plan and/or switching between a temporary and normal service plan on a temporary basis. It is respectfully submitted that the activated or deactivated services (e.g., call waiting) discussed by Laiho fall within the parameters of a particular subscribed service plan (column 10, lines 45-46).

Laiho discusses providing new services to all subscribers on a temporary basis, such as at the time new services are introduced (column 12, lines 3-4). However, Laiho does not disclose or suggest that the new services be provided based on a request from a subscriber. Instead, Laiho discusses pushing or providing the new service to all subscribers.

For at least the foregoing reasons, **claim 1**, as well as **claims 2-10**, which depend therefrom, is not anticipated by Laiho.

Additionally, in explaining the rejection of **claim 6**, the Office Action asserts that Laiho discloses providing a change selection menu includes an interactive audio portion. In support of this assertion, the Office Action directs the attention of the

Applicants to column 12, lines 1-14, and characterizes this as describing a telephone operator providing new services. However, it is respectfully submitted that column 12, lines 1-14, does not disclose or suggest that a menu is provided or that a menu is provided including an interactive audio portion. It is respectfully submitted that the reference to a telephone network operator in line 2 of column 12 is a reference to a company or organization and not to a telephone operator, such as the person who responds when the digit zero is dialed on a telephone. Furthermore, it is respectfully submitted that nothing in column 12, lines 1-14, discloses or suggests providing a menu to a subscriber or providing an audio menu to a subscriber. Instead, column 12, lines 1-14, describes providing new services to all subscribers on a temporary basis, such as at the time new services are introduced. It is respectfully submitted that according to Laiho, the services are provided on a temporary basis without any request from a subscriber or user. Furthermore, it is respectfully submitted that disclosure of providing these temporary additions to service plans of subscribers does not disclose or suggest creating a temporary service plan as disclosed and claimed in the present application.

In explaining the rejection of **claim 11**, the Office Action again asserts that Laiho discloses receiving a call from a user requesting status of the service plan, wherein the call is initiated by the user via a telephone device reporting the service plan to the user in response to the status request, verifying the user has authority associated with the subscriber to modify the service plan and providing a change selection menu to the user in response to the modification request. Arguments similar to those submitted in support of **claim 1** are submitted in support of **claim 11**.

For example, column 5, lines 1-18, cited by the Office Action do not disclose or suggest receiving a call from a user requesting status of a service plan. Instead, column 5, lines 1-18, describes functions performed by a mobile switching center **14** and related activities of a visiting location register **15** and are unrelated to receiving a call from a user requesting status of a service plan. Additionally, column 11, lines 11-67, do not disclose or suggest that a call is initiated by the user via a telephone device. For example, block **402** of FIG. 14 discusses receiving an order from a subscriber to change services, e.g., a service condition. However, FIG. 14 and column 11, lines 11-67, do not disclose or suggest that the received order is received via a telephone device. Clarification is respectfully requested. Furthermore, as explained above, column 10, lines 32-54, does not disclose or suggest providing a change selection menu to the user in response to the modification request.



Additionally, column 11, lines 11-16, do not disclose or suggest reporting a service plan to a user in response to a status request. For example, none of the blocks in FIG. 14 recite or suggest reporting the service plan to the user. Additionally, nothing in column 11, lines 11-16, disclose or suggest a service plan is reported to a user. Clarification is respectfully requested.

It is respectfully submitted that nothing in column 11, lines 11-67, disclose or suggest receiving a request to modify the service plan from a user via a telephone device. For example, column 11, lines 48-49, indicate that an HLR receives an order from a subscriber to change services. However, nothing in column 11, or Laiho as a whole, discloses or suggests that order is received from the user via a telephone device. For instance, it is respectfully submitted that the order could be received through an internet web page or may be entered by a technician in response to a letter received from a user.

Furthermore, it is respectfully submitted that column 11, lines 11-67, do not disclose or suggest verifying the user has authority associated with the subscriber to modify the service plan. For example, FIG. 14 does not include a block disclosing or suggesting verifying a user's authority and column 11, lines 11-67, makes no reference to authority or verification. Clarification is respectfully requested.

For at least the foregoing reasons, **claim 11**, as well as **claim 12-17**, which depend therefrom, is not anticipated by Laiho.

Additionally, **claim 13** recites wherein the change selection menu provided to the user includes an interactive audio portion. Arguments similar to those submitted in support of **claim 6** are submitted in support of **claim 13**. Column 12, lines 1-14, does not discuss a "telephone operator" to provide new services (as asserted through the use of quotation marks by the Office Action). Instead, column 12, lines 2-3, indicate that a telephone network operator can provide new services to all subscribers on a temporary basis. It is respectfully submitted that nothing in column 12, lines 1-4, discloses or suggests providing a change selection menu to a user or that such a menu includes an interactive audio portion.

In explaining the rejection of **claim 18**, the Office Action asserts that Laiho discloses receiving a call from a mobile station and directs the attention of the Applicants to column 11, lines 11-67, in support of the assertion. However, as explained above, column 11, lines 11-67, does not disclose or suggest receiving a call from a mobile station. Clarification is respectfully requested.

Additionally, the Office Action asserts that Laiho discloses determining if the subscriber has a temporary service plan that is in effect with the wireless service provider. In support of this assertion, the Office Action directs the attention of the Applicants to column 5, lines 1-67. However, it is respectfully submitted that column 5 is unrelated to determining if a subscriber has a temporary service plan that is in effect with a wireless service provider. Instead, column 5 outlines functions of mobile switching centers, home location registers, visiting location registers and other network elements. Column 5, lines 50-67, discuss routing a call to a mobile station. However, column 5 is unrelated to receiving a call from a mobile station or determining if a subscriber has a temporary service plan or determining if a subscriber has a temporary service plan that is in effect. Column 5 includes two instances of the word temporary. The first instance is at line 5 and the second instance is at line 62. The first instance explains that the VLR contains temporary subscriber information needed by the MSC to provide services to visiting/roaming subscribers. The second instance explains that after analyzing the MSISDN for the routed call, the GMSC 12 sends a signaling message to the HLR 16 requesting information to be used to route the call to the serving MSC/VLR where the mobile station is temporarily registered. It is respectfully submitted that these uses of the words -- temporary -- and -- temporarily -- are unrelated to determining if a subscriber has a temporary service plan or whether a temporary or normal service plan is currently active.

The Office Action also asserts that Laiho discloses if a temporary service plan is in effect, continuing to process the call and determining charges for the call according to the temporary service plan. In support of this assertion, the Office Action again directs the attention of the Applicants to column 5, lines 1-18, and column 11, lines 11-67. However, as indicated above, neither cited portion discloses or suggests a temporary service plan, processing a call according to a temporary service plan or determining charges for a call according to a temporary service plan. Column 5, lines 1-18, include the word "temporary." However, the word "temporary" is used in conjunction with a description of subscriber information contained within a visiting location register and is not related to a discussion of a temporary service plan. Column 11, lines 11-67, is related to a discussion of changing a status or condition of a service (e.g., call waiting or three-person calling) from, for example, inactive to active. For example, column 11, lines 11-67, is related to activating a call waiting service (e.g., column 11, lines 21-22) and does not disclose or suggest if a temporary service plan is in effect, continuing to

process the call and determining charges for the call according to the temporary service plan.

For at least the foregoing reasons, **claim 18** is not anticipated by Laiho.

### **The Claims are not Obvious**

**Claims 7-10** and **14-17** were under 35 U.S.C. §103(a) as being unpatentable over Laiho in view of Martin.

However, **claims 7** and **14** depend from **claims 1** and **11**, respectively, and are not anticipated and are not obvious for at least that reason. Additionally, the Office Action stipulates that Laiho does not show wherein the change selection menu provided to the user includes an interactive graphical display portion. Indeed, it is respectfully submitted that Laiho does not disclose or suggest providing a change selection menu to a user in any form.

Nevertheless, the Office Action asserts that Martin discloses wherein the change selection menu provided to the user includes an interactive graphical display portion. In support of this assertion, the Office Action directs the attention of the Applicants to FIGS. 19-31 and their descriptions. However, even if some of FIGS. 19-31 of Martin illustrate selection menus including interactive graphical display portions, it is respectfully submitted that Martin does not disclose or suggest providing a change selection menu in response to a request to create a temporary service plan as recited in **claim 1** or providing a change selection menu including an interactive graphical display portion in response to a modification request. Indeed, Martin is directed toward systems that help the consumer shop for a service or product. For example, one embodiment disclosed by Martin acts as a neutral market maker for services, such as utility services, allowing consumers and utility providers to be better and more efficiently matched. A plurality of consumer profiles are generated, and, based on these profiles, a supplier may select an individual customer and/or define a subset of customers and bid to supply service or services to the individual customer or that customer subset (paragraph 11). In another embodiment, the quality of service application helps users select a service provider that offers the most suitable service. For example, one such quality of service application aids users in selecting the telecommunications service provider with the most suitable telecommunications infrastructure, including the most suitable placement and density of antennas for the user's needs. The customer is asked by the QOS application for information related to the user's present or anticipated



service and/or product utilization patterns. In this regard, it is respectfully submitted that FIGS. 19-31 are unrelated to changing or modifying a service plan or creating a temporary service plan.

For at least the foregoing additional reasons, **claims 7 and 14** are not anticipated and are not obvious in light of Martin.

Furthermore, it is respectfully submitted that there is simply no motivation in the art to combine the data entry windows of Martin with the subject matter of Laiho other than that presented in the present application and the rejection of **claims 7 and 14** are based on impermissible hindsight. Laiho simply does not disclose or suggest providing menus of any kind to a user or subscriber. Therefore, there can be no motivation to combine interactive graphical displays of Martin with any subject matter of Laiho.

In explaining the rejection of **claims 8 and 15**, the Office Action stipulates that Laiho does not show wherein the change selection menu provided to the user includes a portion for selection between a nationwide plan and a local plan. Indeed, it is respectfully submitted that Laiho does not disclose or suggest providing a change selection menu to a user for any purpose. The Office Action asserts that Martin discloses a change selection menu provided to the user includes a portion for selection between a nationwide plan and a local plan and directs the attention of the Applicants to paragraph 201 and FIGS. 19-25 and their descriptions in support of the assertion. However, it is respectfully submitted that the screens depicted in FIGS. 19-25 and in paragraph 201 are associated with shopping for a service provider and do not disclose or suggest change menus for modifying an existing service plan or creating a temporary service plan.

For at least the foregoing additional reasons, **claims 8 and 15** are not anticipated and are not obvious in light of Laiho and Martin taken alone or in any combination.

Regarding **claims 9 and 16**, the Office Action stipulates that Laiho does not show wherein a change selection menu provided to the user includes portion for selecting quality of air time associated with a predetermined period of calendar time and relies on Martin for such disclosure. However, as indicated above, it is respectfully submitted that the displays of Martin are not related to selecting a change. Instead, the displays of Martin are related to providing information to a system so that the system can help a user select a service provider (e.g., paragraph 14).

For at least the foregoing additional reasons, **claims 9 and 16** are not anticipated and are not obvious in light of Laiho and Martin taken alone or in any combination.

In explaining the rejection of **claims 10 and 17**, the Office Action stipulates that Laiho does not show wherein the change selection menu provided to the user includes a portion for selection of a date for expiration of the temporary service plan. Indeed, it is respectfully submitted that Laiho does not disclose or suggest providing a menu of any kind to a user or allowing a user to set up or request a temporary service plan. Additionally, even if FIG. 29 of Martin could be construed as disclosing selecting an expiration date, it is respectfully submitted that FIG. 29 is not related to a change selection menu for entering changes or modifications to a service plan or creating a temporary service plan. Instead, Martin is related to helping the user select a service provider (paragraph 14).

For at least the foregoing additional reasons, **claims 10 and 17** are not anticipated and are not obvious in light of Laiho and Martin taken alone or in any combination.

**Claims 19 and 20** were rejected under 35 U.S.C. §103(a) as being unpatentable over Laiho in view of Odashima. In explaining the rejection of **claim 19**, the Office Action stipulates that Laiho does not show a method including if a temporary service plan is not in effect, determining if the subscriber had a temporary service plan that recently expired, and if a temporary service plan recently expired, sending a message to the mobile station informing the user that a temporary service plan has recently expired, continuing to process the call and determining charges for the call according to the service plan.

A brief telephone conversation held with the Examiner on or about August 1, 2005, confirmed that the explanation of the rejection of **claim 19** in the Office Action includes typographical errors and that the Office Action was meant to assert that Odashima discloses these elements and the attention of the Applicants was meant to be directed to paragraph 36 and FIGS. 6-8 and their descriptions in support of the assertion.

However, FIG. 6 illustrates an internal structure of an on-vehicle terminal device, FIG. 7 illustrates a control routine for obtaining information and FIG. 8 illustrates a control routine for requesting information (paragraphs 14-16). Paragraph 36 indicates that a controller **42** determines whether or not the contract period information is stored in a content register **BR**. If it is determined that the contract period information is stored, i.e., the information service contract is already made, the controller **42** determines whether the current date represented by the date and time information **DT**

supplied from the date and time clock **41** is within the contract period represented by the contract period information. If it is determined that step **S102** that the current date is not within the contract period, the controller **42** issues an image signal to display unit **44** to inform that the contract period has expired. Upon receiving the signal, the display unit indicates a message, such as “the contract period for the information service has expired!” After step **103**, or if it is determined at step **S101** that the contract period information is not stored in the contract contact register **BR**, the controller exits the information request routine and returns to the main control routine.

It is respectfully submitted that paragraph 36 discusses issues related to a regular, normal or default service plan and does not disclose or suggest anything related to a temporary service plan.

Furthermore, even if Odashima is somehow construed as discussing a temporary service plan, and even if the controller **42** issuing an image signal to the display unit is construed as sending a message to a mobile station informing a user that a temporary service plan has recently expired, Odashima does not disclose or suggest continuing to process the call and determining charges for the call according to a normal service plan. Instead, it is respectfully submitted that Odashima discloses simply discontinuing service (e.g., output from box **S103** directs processing to the return oval).

For at least the foregoing additional reasons, **claim 19**, as well as **claim 20**, which depends therefrom, is not anticipated and is not obvious in light of Laiho and Odashima taken alone or in any combination.

New **claim 21** recites a method for providing service plan flexibility to a wireless service subscriber, the method comprising establishing a normal service plan having a normal plan start date and a normal plan end date, establishing a temporary service plan, associating a temporary plan start time or date with the temporary service plan, associating a temporary plan expiration time and/or date with the temporary service plan wherein the temporary start time or date and expiration time or date are between the normal start and end dates, billing calls according to the temporary service plan if a current time is within a range associated with the temporary plan start time and/or date and the temporary plan expiration time and/or date and billing calls according to the normal plan if the current time is outside the range associated with the temporary plan start time and/or date and the temporary plan expiration time and/or date.

It is respectfully submitted that new **claim 21** is supported throughout the specification. For example, referring to FIG. 3, element **74** indicates that an existing or

normal service plan has been established. Elements **80-86** are associated with establishing a temporary service plan. Element **83** discloses establishing an expiration time or date associated with the temporary plan. A start time is at least implied. FIG. 4 discloses billing under the temporary service plan (element **106**) when the temporary service plan is in effect (element **104**) and billing under a normal service plan otherwise (element **112**). It is respectfully submitted that Laiho, Martin and Odashima do not disclose or suggest billing calls under a normal plan under one set of circumstances and billing calls under a temporary plan under a second set of circumstances.

For at least the foregoing reasons, new **claim 21** is in condition for allowance.

#### **Telephone Interview**

In the interests of advancing this application to issue the Applicant(s) respectfully request that the Examiner telephone the undersigned to discuss the foregoing or any suggestions that the Examiner may have to place the case in condition for allowance.

### **CONCLUSION**

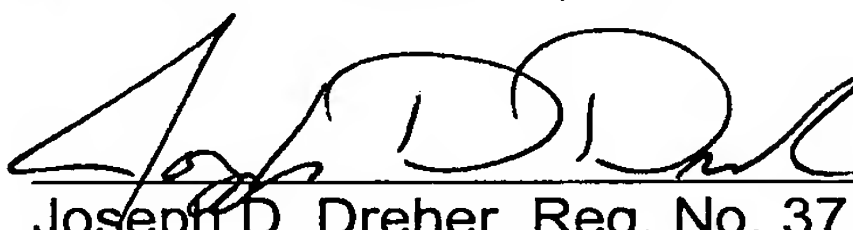
**Claims 1-20** remain in the application. **Claims 1, 11 and 18** were amended. **Claim 21** has been added. For at least the reasons indicated above, the application is in condition for allowance. Accordingly, an early indication thereof is respectfully requested.

Respectfully submitted,

FAY, SHARPE, FAGAN,  
MINNICH & McKEE, LLP

August 24, 2005

Date



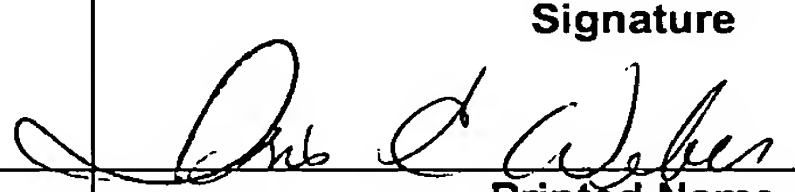
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#### CERTIFICATE OF MAILING

Under 37 C.F.R. § 1.8, I certify that this Amendment is being

- ☒ deposited with the United States Postal Service as First Class mail, addressed to Mail Stop Amendment, Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450 on the date indicated below.
- ☐ transmitted via facsimile in accordance with 37 C.F.R. § 1.8 on the date indicated below.
- ☐ deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 C.F.R. 1.10 on the date indicated below and is addressed to Mail Stop Amendment, Commissioner For Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

<b>Express Mail Label No.:</b>	<b>Signature</b> 
<b>Date</b> <b>August 24, 2005</b>	<b>Printed Name</b> <b>Iris E Weber</b>

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